



## INTERGOVERNMENTAL AGREEMENT

A contract between the Department of Economic Security (DES) and the Arizona Department of Education (ADE).

**WHEREAS** the DES is duly authorized to execute and administer contracts under A.R.S. §41-1954; and

**WHEREAS** the ADE is duly authorized to execute and administer intergovernmental agreements under A.R.S. §8-562; and,

**WHEREAS** by signing this form on behalf of the ADE, the Signatory certifies he/she has the authority to bind the ADE to this Contract; and,

**WHEREAS** the DES and the ADE are authorized by A.R.S. §11-951 *et seq.* to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and

**THEREFORE** the DES and ADE agree to abide by all the terms and conditions set forth in this Contract.

For and on behalf of the Arizona Department  
of Economic Security

  
Procurement Officer Signature

Cathie G. Rodman, Procurement Officer

Typed Name and Title

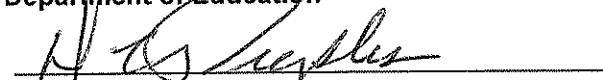
Date

3-1-11

DE111103001

DES Contract Number

For and on behalf of the Arizona  
Department of Education

  
Signature

Douglas C. Peeples, Chief Procurement Officer

Typed Name and Title

Date


2/3/11

11-26- ED

ADE Contract Number

In accordance with A.R.S. §11-952 this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and with the powers and authority granted to each respective public body.

ARIZONA ATTORNEY GENERAL'S OFFICE

  
Signature

Barbara M. Behun

Assistant Attorney General

Typed Name and Title

Date

2/17/11

  
Signature

Kim S. Anderson, Assistant Attorney General

Typed Name and Title

Date

02/03/2011

This Intergovernmental Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S.) §11-952 *et seq.* between the Arizona Department of Education (ADE), a State Agency of the State of Arizona, and the Arizona Department of Economic Security (DES), a State Agency of the State of Arizona.

The ADE and the DES agree to the following terms:

- 1.0 The ADE is authorized to enter into this Intergovernmental Agreement (IGA or Agreement) by A.R.S. §8-652 and the DES is authorized to enter into this IGA by A.R.S. §8-652 and §41-1954(A). DES is further complying with the Individuals with Disabilities Education Act (IDEA), 34 C.F.R. §303.148, which requires an interagency agreement when the State Educational Agency is not the Lead Agency for the State's early intervention program.
- 2.0 This Agreement shall become effective on July 1, 2010 and shall remain in effect through June 30, 2015. As required by law and specified in Section 13.0, Oversight Responsibility, DES is to oversee the execution of this IGA by the Arizona Early Intervention Program Service Providing Agencies (AzEIP Service Providing Agencies) and ADE is to oversee the execution of this IGA by Public Education Agencies (PEAs). This IGA does not alter or diminish either the ADE's or DES' responsibilities to ensure compliance with transition or other legal requirements. In the event that either party fails to meet the obligations set forth in this IGA, the parties shall resolve issues of noncompliance as set forth in Section 14.0 of this IGA. Should either party elect to terminate or cancel this IGA, the party shall notify the other in writing at least thirty days prior to the proposed termination of this IGA by submitting notice to the Technical Contact noted in Section 18.0 herein.
- 3.0 Purposes of this Agreement:
  - 3.1 To delineate the procedures for the transition of children with disabilities from the Arizona Early Intervention Program (AzEIP) to the ADE/Public Education Agency (PEA) as authorized in 20 U.S.C. §1437; 34 C.F.R. §300.124; and A.A.C. R7-2-401(K)(2).
  - 3.2 To ensure families' rights to services for which they are eligible, to delineate responsibilities of and coordination and communication among ADE, DES, AzEIP Service Providing Agencies, early intervention providers and PEAs in implementing transition requirements, and to establish uniformity statewide that will provide a coordinated, unduplicated, and seamless system for serving children ages birth through five with developmental delays or disabilities according to the IDEA, Parts B and C (20 U.S.C. §1412 *et seq.*, 34 C.F.R. §300 *et seq.* and 20 U.S.C. §1431 *et seq.*, 34 C.F.R. §303 *et seq.*) and A.A.C. R7-2-401(K)(2).
  - 3.3 To encourage cooperation and communication between ADE, DES, AzEIP Service Providing Agencies, early intervention providers, PEAs, and families to ensure the provision of a Free Appropriate Public Education (FAPE) by a child's third birthday, as authorized in 20 U.S.C. §1412(a)(9) and 34 C.F.R. §300.124.
- 4.0 Transition Timeline and Procedures
  - 4.1 Throughout a child's enrollment in early intervention, the family and child's team discuss the transition steps to ensure a smooth transition for the child when early intervention services end, at or before the child's third birthday. The provision of a Free and Appropriate Public Education (FAPE) is required no later than the eligible child's third birthday. The child is no longer enrolled in and eligible for early intervention services after the child's third birthday. For those children who

do not qualify or turn three toward the end of the school year and who are not Extended School Year (ESY) eligible, the AzEIP Service Providing Agency and the Public Education Agency (PEA) will identify other resources in the community to assist the child and family.

- 4.2 It is the responsibility of both the AzEIP Service Providing Agencies and the PEAs to work collaboratively to ensure children who are potentially eligible for Part B receive timely transitions.
- 5.0 Transition Planning Data (February 1 and Sept 15 each year)
    - 5.1 On or before February 1<sup>st</sup> of each year, the AzEIP Service Coordinator or their administrative office will report the total number of children with an Individualized Family Service Plan (IFSP) who will turn three years of age in the upcoming 16-month period (February through May of the following year).
    - 5.2 On or before September 15<sup>th</sup> of each year, the AzEIP Service Coordinator or their administrative office will provide an updated report of the total number of children with an IFSP who will turn three years of age between September and May of that school year.
    - 5.3 This data is provided for the PEA's planning purposes only and data will not include names or other personally identifying information.
  - 6.0 The Individualized Family Service Plan (IFSP) Transition Planning Meeting
    - 6.1 At the IFSP meeting closest to, but not before, the child's second birthday, the IFSP team must develop and document the transition plan on the IFSP Transition Plan and Timeline page. The transition plan is part of the IFSP and describes the activities and steps to be taken to support the transition of the child to preschool or other appropriate services at age three. For IFSP meetings that will occur closer to the date when the child is 2 years, 6 months of age, the AzEIP Service Coordinator, with approval from the parent, may invite the PEA representative to the meeting to develop the transition plan and to fulfill the requirements of the Transition Conference.
    - 6.2 The AzEIP Service Coordinator and other IFSP team members must review the program options for the child with a disability who is potentially eligible for Part B for the period from that child's third birthday through the remainder of the school year. The team also discusses with the family all early childhood options available in their community. Options may include preschool special education services, Head Start, private preschools, and child care settings.
    - 6.3 The IFSP team must outline the steps necessary to support the parents in gathering additional information about early childhood programs of interest, and the steps needed to support the child's successful transition to the program of choice (meeting with representatives of programs, visiting programs, talking to other parents, etc).
    - 6.4 The AzEIP Service Coordinator discusses the purpose of the Transition Conference, which occurs between the child's age of 2 years, 6 months and 2 years, 9 months. If the family is interested and provides written or verbal approval to hold a Transition Conference, the IFSP team determines who, in addition to the PEA representative, will be invited. The AzEIP Service Coordinator documents the parents' decision in the child's record.

- 6.5 If the parent declines verbally or in writing to hold a Transition Conference, the AzEIP Service Coordinator will document the parent's decision in the child's record. The AzEIP Service Coordinator will inform the parents of:
  - 6.5.1 AzEIP's responsibility to provide PEA Notification/Referral of all children potentially eligible for Part B, which includes the child's name, date of birth, and the parents' names, address, and phone number(s); and
  - 6.5.2 the parents' right to opt out of the PEA Notification/Referral no later than the date their child is 2 years, 9 months of age.
- 6.6 If the parent does not want the AzEIP Service Coordinator to send the Notification/Referral to the PEA, the AzEIP Service Coordinator will have the parents provide written documentation of their intention to "opt-out" during the IFSP meeting closest to, but not before their child's second birthday and no later than when the child is 2 years, 9 months of age. Written documentation of the parent's decision to opt-out is included on the IFSP Transition Plan and Timeline Page.
- 6.7 If the parent chooses to seek eligibility for preschool special education services, they may, but are not required to, provide written consent to share early intervention information to the PEA prior to the Transition Conference. The AzEIP Service Coordinator will discuss what information the parent consents to share with the PEA, such as the Summary of Child's Present Levels of Development (as defined in Section 13.4), the current Vision Screening Checklist and Hearing Tracking Form, and current assessment information.
- 6.8 The AzEIP Service Coordinator will verify the family's current address when providing PEA Notification/Referral to ensure information is sent to the PEA that is the district of residence for the family.
- 7.0 Transition Conference
  - 7.1 If the parent has provided approval to convene the Transition Conference, the AzEIP Service Coordinator must undertake efforts to schedule the Transition Conference, *to ensure it occurs* between the child's age of 2 years, 6 months and 2 years, 9 months. (At the discretion of all parties, the Transition Conference may occur as early as 2 years, 3 months, such as when a PEA enrolls children earlier than 3 years of age.) The Transition Conference must be held at a time and location convenient for the family.
  - 7.2 The AzEIP Service Coordinator will invite meeting participants using the Invitation to Participate in a Transition Conference Form. The Transition Conference includes the parents, PEA representative(s), a provider from the family's IFSP team, and based on the IFSP Transition Plan, representatives of the other early childhood program option(s) of interest to the family.
  - 7.3 The PEA Representative distributes the Invitation to Participate in a Transition Conference and other information received from the AzEIP Service Coordinator to all PEA members that will participate in the Transition Conference.
  - 7.4 The Transition Conference must occur when the child is between 2 years, 6 months and 2 years, 9 months (and at the discretion of all parties, no earlier than 2 years, 3 months). The AzEIP Service Coordinator is responsible for facilitating the conference.

- 7.5 The AzEIP Service Coordinator must ensure that written consent to share early intervention information is obtained prior to the start of the Transition Conference so that early intervention information may be shared and discussed during the meeting.
- 7.6 The focus of the Transition Conference is to
- 7.6.1 revise the transition plan developed at the prior IFSP meeting (or develop the transition plan if the Transition Conference is also the initial IFSP meeting); and
- 7.6.2 provide parents with information about the various programs they are interested in and determine the steps that the Transition Conference attendees will take to support the parents in their decision-making (e.g. visiting programs, etc.).
- 7.7 The PEA Representative will:
- 7.7.1 provide information to the parent(s) about Free Appropriate Public Education (FAPE), evaluation procedures, and eligibility criteria for preschool special education services;
- 7.7.2 provide information to the parent(s) about all potential educational programs for eligible preschool children, including those programs for children with and without disabilities; and
- 7.7.3 if Notification/Referral occurs during (or prior to) the Transition Conference, the AzEIP Service Coordinator will provide the Notification/Referral form to the PEA, and the PEA representative will undertake the following activities:
- provide the parent(s) a copy of the procedural safeguards as required in Part B of the IDEA and Prior Written Notice for referral and Review of Existing Data;
  - establish tentative timelines for completing the eligibility determination and transition into the PEA, if the child is eligible;
  - describe the purpose, scope, and participation in the Multidisciplinary Evaluation Team (MET)/eligibility and Individualized Education Program (IEP) meetings including a discussion of Part C members that the parent may request to attend the initial IEP, if eligible;
  - explain the purpose of Extended School Year (ESY) services and the information and data needed to support the IEP team in determining eligibility for ESY services; and
  - if parents are interested, work with the parent(s) and the AzEIP Service Coordinator to plan for visitations to potential preschool options, if visitations have not already occurred.
- 7.8 The AzEIP Service Coordinator will summarize the agreed upon transition steps developed to implement the transition plan on the Transition Conference Summary Form and provide a copy to the family, the PEA, and other Transition Conference attendees as appropriate. The AzEIP Service Coordinator and PEA representative will maintain a copy of the Transition Conference Summary Form in their respective records for the child.
- 7.9 In those rare instances when the PEA representative does not attend the Transition Conference, the AzEIP Service Coordinator must proceed with the Transition Conference without the PEA representative. The AzEIP Service Coordinator will undertake the following activities:

- 7.9.1 discuss and document the transition steps and services on the Transition Conference Summary Form;
  - 7.9.2 provide the parent with information about Part B preschool services, including a description of Part B eligibility definitions, state timelines and process for consenting to an evaluation and conducting eligibility determinations, and special education and related services;
  - 7.9.3 send the PEA a copy of the Conference Summary Form and with parental consent, information from the child early intervention records; and
  - 7.9.4 proceed with the transition planning steps on the Transition Conference Summary Form.
- 8.0 PEA Notification/Referral
- 8.1 Arizona's PEA Notification/Referral includes those children who are (i) shortly reaching the age of eligibility for Part B services; and (ii) potentially eligible for Part B services as defined by the state in Section 13.26, Definitions.
  - 8.2 For children younger than 2 years 9 months with an IFSP, the AzEIP Service Coordinator is responsible for providing Notification/Referral to the PEA (See Appendix A for PEA Notification/Referral Form) during the Transition Conference, but no later than when the child is 2 years, 9 months, unless the parent has opted out of PEA Notification/Referral.
    - 8.2.1 For families who do not agree to a Transition Conference and do not opt out of PEA Notification/Referral, the AzEIP Service Coordinator must send the Notification/Referral Form to the PEA by the time the child is 2 years, 9 months. The PEA should accept the referral and proceed with transition timelines.
  - 8.3 For children older than 2 years, 9 months when the initial IFSP is developed, the AzEIP Service Coordinator is responsible for providing PEA Notification/Referral prior to or during the initial IFSP meeting, but no later than when the child is 2 years, 10 ½ months, unless the parent opts out of PEA Notification/Referral.
- 9.0 Opt-Out
- 9.1 During the IFSP Transition Planning Meeting, which occurs closest to, but not before, the child's second birthday (or for late referrals, between the child's age of 2 years, 9 months and 2 years 10 ½ months), the AzEIP Service Coordinator must inform the parent that:
    - 9.1.1 AzEIP is responsible to send the PEA Notification/Referral form to the PEA;
    - 9.1.2 the PEA Notification/Referral contains the child's name and date of birth and the parent(s) names, address, and telephone number(s);
    - 9.1.3 parental consent cannot be required to send the PEA Notification/Referral; and
    - 9.1.4 the parent may object to the disclosure in writing by using the opt-out section of the IFSP Transition Plan and Timeline Page.
  - 9.2 For children younger than 2 years 9 months with an IFSP, the AzEIP service coordinator will explain the opt-out policy to the parent at the IFSP transition planning meeting that occurs closest to, but not before, the child's 2<sup>nd</sup> birthday.
  - 9.3 For children older than 2 years, 9 months when the initial IFSP is developed, the AzEIP service coordinator will explain the opt-out policy to the parent as soon as possible after eligibility and no later than during the initial IFSP meeting.

- 9.4 PEA notification will occur in the absence of parent objection according to the timelines in Section 8.0.
- 10.0 Eligibility for Preschool Special Education Services
- 10.1 The PEA coordinates the Review of Existing Data to include information from AzEIP, the parent(s), and other available sources to determine if additional information is needed to determine eligibility.
- 10.2 If necessary, the PEA provides Prior Written Notice (PWN) to collect additional information and obtains parental consent to conduct further evaluation. The PEA must determine eligibility within sixty days of written parental consent to evaluate, not to extend beyond the child's third birthday.
- 10.3 The PEA convenes the Multidisciplinary Evaluation Team (MET), including the parent(s) and, upon parental request, the AzEIP Service Coordinator, to undertake the following activities:
- 10.3.1 explain results of the evaluation to the parent(s);
- 10.3.2 determine eligibility for preschool special education and related services based on all information; and
- 10.3.3 provide Prior Written Notice for eligibility.
- 11.0 Individualized Education Program (IEP) Conference
- 11.1 If a child is determined to be eligible for Preschool Special Education Services in accordance with Part B of IDEA and Arizona law, the PEA must hold an IEP conference within 30 days of the eligibility determination. With parental agreement, the IEP Conference may be held at the same time as the Preschool Eligibility/Multidisciplinary Evaluation Team Conference described above.
- 11.2 The PEA will convene an IEP meeting with the required IEP team members, by the child's third birthday, in order to develop an IEP that ensures FAPE.
- 11.3 If requested by the parent, the PEA will invite the AzEIP Service Coordinator or other IFSP team member(s) to the IEP meeting. The IEP meeting shall be scheduled with the parents at a mutually agreeable time.
- 11.4 The AzEIP Service Coordinator will attend the IEP conference at the request of the parent and provide information and data to assist the IEP Team in developing the IEP, including consideration of the need for ESY services.
- 12.0 Late Referrals
- 12.1 Initial Referral to AzEIP Between 2 years, 9 months – 2 years, 10 ½ months
1. Upon receipt of an initial referral of a child between the ages of 2 years, 9 months – 2 years, 10 ½ months, the AzEIP Service Providing Agency authorized to initiate referrals will complete the eligibility determination process and hold the initial IFSP meeting within 45 calendar days of the referral.
2. The AzEIP service coordinator must send the PEA Notification/Referral to the District of Residence as soon as possible after the initial IFSP is developed, unless the parent opts out in writing by signing the Opt-Out section of the IFSP Transition Plan and Timeline page.

## 12.2 Initial Referral to AzEIP Between 2 years, 10 ½ months and 3 years of age

1. Upon receipt of an initial referral for a child between the ages of 2 years, 10 ½ months and 3 years of age, the AzEIP Service Providing Agency that receives the referral will assist the parent in initiating contact with the appropriate District of Residence.

## 12.3 Late Referrals from AzEIP to the PEA

1. When a child enrolled in AzEIP has an IFSP completed before the child is 2 years, 9 months, but the AzEIP service coordinator does not refer to the PEA until after the child is 2 years, 9 months, the PEA must ensure an initial evaluation is completed and, if eligible, the IEP is completed before the child is 3 years of age. The AzEIP service coordinator will document the reason for the late referral to the PEA on the PEA Notification/Referral form.

## 13.0 Definitions

- 13.1 Arizona Early Intervention Program (AzEIP) is the comprehensive, coordinated system of early intervention services authorized in A.R.S. §8-652 and implemented through the collaborative activities of five AzEIP Participating State Agencies: Department of Economic Security, Arizona Department of Education, Arizona Department of Health Services, Arizona Health Care Cost Containment System, and Arizona State Schools for the Deaf and the Blind. AzEIP is the total effort in Arizona that is directed at finding, assessing, and meeting the needs of children eligible under IDEA, Part C, and their families.
- 13.2 AzEIP Service Coordinator is an individual responsible for the coordination of services for a child and family in the Arizona Early Intervention Program. An AzEIP Service Coordinator may be employed by, or contracted with, any of the AzEIP Service Providing Agencies (defined in Section 13.3) and may also be called a Support Coordinator.
- 13.3 AzEIP Service Providing Agencies are those state agencies in A.R.S. §8-652 that provide service coordination and early intervention services under IDEA, Part C: (1) the Arizona Department of Economic Security through the services and activities of the Division of Developmental Disabilities (DES/DDD) and the Arizona Early Intervention Program (DES/AzEIP); and (2) Arizona State Schools for the Deaf and the Blind.
- 13.4 AzEIP Summary of Child's Present Levels of Development (also called the AzEIP Summary of Development) is a component of IFSP that provides a comprehensive, integrated developmental summary of the child's ability to: 1) engage or participate in social relationships; 2) acquire and use knowledge and skills; and, 3) be independent within the family's routines and activities. The AzEIP Summary of Development documents functional information synthesized from multiple sources, such as parent report, observation, and/or criterion-referenced assessment.
- 13.5 Department of Economic Security (DES) is the state agency designated in A.R.S. §8-652 as the lead agency for implementing Part C of the IDEA pursuant to 20 U.S.C. §1435(a)(10).
- 13.6 Department of Economic Security, Arizona Early Intervention Program (DES/AzEIP) is the office within DES responsible for fulfilling all lead agency



responsibilities, as described in Part C of IDEA, for early intervention services for children birth through two years old and their families.

- 13.7 District of Residence is the elementary district (K-8<sup>th</sup> grades) or unified district (K-12<sup>th</sup> grades) in which the parent of the child resides. For purposes of this Agreement, parent is defined in accordance with Section 13.24.
- 13.8 Educational Programs and Other Appropriate Services are the range of settings and services in which a preschool-aged child might participate after transition from early intervention. Examples include preschool special education services, Head Start programs, and private preschools. The AzEIP Service Coordinator and other IFSP team members must discuss all educational options in the community with the family during the IFSP planning meeting closest to, but not before the child's second birthday, at which the transition plan is developed.
- 13.9 Eligibility Criteria for Part C Early Intervention Services, in accordance with A.R.S. §8-651, defines as eligible a child between birth and 36 months of age, who is developmentally delayed or who has an established condition that has a high probability of resulting in a developmental delay.

A child from birth to 36 months of age will be considered to exhibit a developmental delay when that child has not reached 50 percent of the developmental milestones expected at his/her chronological age, in one or more of the following domains: (1) physical: fine and/or gross motor and sensory (includes vision and hearing); (2) cognitive; (3) language/communication; (4) social or emotional; or (5) adaptive (self-help).

Established conditions that may have a high probability of developmental delay include, but are not limited to:

- chromosomal abnormalities;
- metabolic disorders;
- hydrocephalus;
- neural tube defects (e.g., spinal bifida);
- intraventricular hemorrhage, grade 3 or 4;
- periventricular leukomalacia;
- cerebral palsy;
- significant auditory impairment;
- significant visual impairment;
- failure to thrive; and
- severe attachment disorders.

The State's definition of "eligible child" does not include children who are at risk of having substantial delays if early intervention services are not provided.

- 13.10 Eligibility Criteria for Part B Preschool Special Education Services, in accordance with A.R.S. §15-761, et seq.:

- 13.10.1 Developmental Delay (DD) means performance by a child who is at least three years of age, but under ten years of age, on a norm-referenced test that measures at least one and one-half, but not more than three, standard deviations below the mean for children of the same chronological age in two or more of the following areas:
- (a) Cognitive development.

- (b) Physical development.
- (c) Communication development.
- (d) Social or emotional development.
- (e) Adaptive development.

The results of the norm-referenced measure must be corroborated by information from a comprehensive development assessment and from parental input, if available, as measured by a judgment based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

13.10.2 Hearing Impairment (HI) means a loss of hearing acuity, as determined by evaluation pursuant to A.R.S. §15-766, which interferes with the child's performance in the educational environment and requires the provision of special education and related services.

13.10.3 Preschool Severe Delay (PSD) means performance by a preschool child on a norm-referenced test that measures more than three standard deviations below the mean for children of the same chronological age in one or more of the following areas:

- (a) Cognitive development.
- (b) Physical development.
- (c) Communication development.
- (d) Social or emotional development.
- (e) Adaptive development.

The results of the norm-referenced measure must be corroborated by information from a comprehensive developmental assessment and from parental input, if available, as measured by a judgment based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

13.10.4 Speech/Language Impairment (SLI) for a preschool child means performance on a norm-referenced language test that measures at least one and one-half standard deviations below the mean for children of the same chronological age or whose speech, out of context, is unintelligible to a listener who is unfamiliar with the child. Eligibility for a preschool child under this subdivision is appropriate only when a comprehensive developmental assessment and parent input indicate that the preschool child is not eligible for services under another preschool category or under the developmental delay category.

13.10.5 Visual Impairment (VI), including blindness, means an impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness.

#### 13.11 Evaluation:

- PART C: Evaluation for children aged birth through two years means the procedures, in accordance with 34 C.F.R. §303.322, used by appropriate, qualified personnel to determine a child's initial and continuing eligibility for AzEIP, including determining the status of the child in each of the developmental areas.

- PART B: Evaluation for children aged three to five years, evaluation means procedures used in accordance with 34 C.F.R. §§300.300-300.306 to determine whether a child has a disability and is in need of special education services and the nature and extent of special education and related services that the child needs in accordance with 34 C.F.R. §300.306. This evaluation includes: (a) a review of existing information about the child; (b) a decision regarding the need for additional information; (c) if necessary, the collection of additional information; and (d) a review of all information about the child and a determination of eligibility for special education services and needs of the child. A.A.C. R7-2-401 (B)(13).

A Comprehensive Developmental Assessment (CDA) is a full and individual evaluation of the child in all developmental areas: cognitive, physical (including vision and hearing screening), communication, social/emotional and adaptive development. A CDA may be accomplished through a review of existing data, criterion referenced assessments, norm-referenced assessments, observation and parent input, however, for the purpose of determining eligibility, at least one norm-referenced assessment to obtain standard deviation information must be used to determine if eligibility criteria is met. A (CDA) is required to determine eligibility for Preschool Severe Delay (PSD), Developmental Delay (DD) and Speech Language Impaired (SLI). The final responsibility for the CDA and eligibility lies with the PEA.

- 13.12 Extended School Year (ESY) Services means additional special education and related services for students with disabilities to supplement the normal school year, for the purpose of preventing loss of a free appropriate public education (FAPE), and loss of meaningful educational benefit gained from the previous year(s) as defined in A.R.S. §15-881 and A.A.C. R7-2-408. ESY services, which meet the standard of ADE, are provided to a Part B eligible child with a disability beyond the normal school year of the public education agency, in accordance with the child's IEP, at no cost to the parents of the child. Eligibility for ESY services shall be determined by the IEP team based on the standards indicated in A.R.S. §15-881 and A.A.C. R7-2-408. Eligibility for ESY services shall be based on a multifaceted inquiry, using both retrospective and predictive data. Eligibility for participation shall not be based on need or desire for any of the following: (1) a day care or respite care service for students with a disability; (2) a program to maximize the academic potential of a student with a disability; or (3) a summer recreation program for students with a disability. The availability of extended school year services is required for all students for whom the IEP team has determined that it is necessary in order to ensure FAPE.
- 13.13 Free Appropriate Public Education (FAPE) in accordance with 34 C.F.R. §300.101 means special education and related services that meet state standards and are provided based upon an IEP. These services are provided at public expense under public supervision and direction, without charge to the parents and must be provided in the least restrictive environment (LRE) in accordance with 34 C.F.R. §300.114.
- 13.14 Individualized Education Program (IEP) means a written statement, developed, reviewed, or revised in accordance with applicable federal and state laws for providing special education services to each eligible child with a disability that includes a statement of: a) the child's present levels of academic achievement and functional performance, including how the disability affects the preschool child's participation in appropriate activities; b) measurable annual goals, including

academic and functional goals c) a description of how the child's progress toward meeting the annual goals will be measured; (d) a statement of the special educational and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided to enable the child to advance appropriately toward attaining the annual goals and to be involved in and make progress in the general curriculum; d) an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class; f) the projected dates, duration and location for service; and g) a statement of how the parents will be informed of their child's progress. 20 U.S.C. 1401(14); 34 C.F.R. §300.320; A.R.S. §15-761(11); A.A.C. R7-2-401G.

13.15 IEP Conference is a meeting to occur by the eligible child's third birthday to determine appropriate programming. Required participants are the individuals described in Section 13.20 and, at the discretion of the parent, other individuals who have knowledge or special expertise regarding the child (e.g. AzEIP Service Coordinator), including related services personnel as appropriate 20 U.S.C. §1414(d)(1)(D); C.F.R. §§300.321(f).

13.16 The IEP team includes, in accordance with 34 C.F.R. §300.321 the following individuals:

- (1) the parent(s) of the child;
- (2) at least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
- (3) at least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
- (4) a representative of the public agency who-
  - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - (ii) Is knowledgeable about the general curriculum; and
  - (iii) Is knowledgeable about the availability of resources of the public agency;
- (5) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of 34 C.F.R. §300.321; and
- (6) at the discretion of the parent or PEA, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate.

13.17 Individualized Family Service Plan (IFSP) is a written plan developed by a multidisciplinary team, including the parent (as defined in Section 13.24), which includes statements of: a) the child's present levels of development; b) with the concurrence of the family, the family's priorities, resources, and concerns related to enhancing the development of the child; c) the major outcomes expected; d) the specific early intervention services necessary to meet the unique needs of the child and family to achieve the outcomes, e) the frequency, intensity and method of service delivery; f) the natural environments in which the services will take place; and g) the projected dates of service; f) the name of the Service Coordinator; and g) the transition plan. 34 C.F.R. §303.344.

13.18 Individual Family Service Plan (IFSP) Transition Planning Meeting is a meeting closest to, but not before, the child's second birthday, the IFSP team must develop and document the transition plan on the IFSP Transition Plan and Timeline page. The transition plan is part of the IFSP and describes the activities

and steps to be taken to support the transition of the child to preschool or other appropriate services at age three.

- 13.19 Multidisciplinary, as defined in IDEA, Part C, 34 C.F.R. §303.17, means the involvement of two or more disciplines or professions in the provision of integrated and coordinated services, including evaluation and assessment activities in 34 C.F.R. §303.322 and development of the IFSP in 34 C.F.R. §303.342.
- 13.20 Multidisciplinary Evaluation Team in IDEA, Part B means, in accordance with A.R.S. §15-761(16), a team of persons including individuals described as the IEP team and other qualified professionals who shall determine whether a child is eligible for special education.
- 13.21 Multidisciplinary Evaluation Team (MET)/Eligibility Conference is a **required** meeting to occur by the child's third birthday to determine if the child is eligible and/or continues to be eligible for special education. Required participants are the individuals described in Section 13.20 including by parent request the AzEIP Service Coordinator and a provider from the family's IFSP team as individuals with knowledge or special expertise regarding the child in accordance with 34 C.F.R. §300.306. This conference can be held at the same time as the IEP Conference.
- 13.22 Notification to the Public Education Agency (also called PEA Notification/Referral) is AzEIP's responsibility to notify the PEA where the child with a disability lives that the child will shortly reach the age of eligibility for Part B services and is potentially eligible for Part B services. The PEA Notification/Referral must include (a) the child's name; (b) date of birth; and (c) parent contact information, (including names, addresses and telephone numbers). The PEA notification may also include the Service Coordinator's name and contact information, and the language(s) spoken by the child and family.

PEA Notification does not require parental consent; however, parents have the opportunity to "Opt-Out" of PEA Notification, as described in 13.23 below. If the parent has not opted out of PEA notification in writing by the date that their child is 2 years, 9 months (or for late referrals, by 2 years, 10 ½ months), the AzEIP Service Coordinator will send Notification to the PEA.

The PEA Notification must be treated as an initial referral to the public education agency for consideration of eligibility for preschool special education services. It initiates the PEA's requirement to provide Procedural Safeguards and Prior Written Notice under 34 C.F.R. §300.504(a)(1) and §300.503. The PEA notification must be provided to the PEA designated as district of residence.

- 13.23 Opt-Out means that a parent, after being informed of AzEIP's intent to disclose Notification to the Public Education Agency (also known as PEA Notification/Referral) may object to the disclosure in writing before their child is 2 years, 9 months of age (or for late referrals by 2 years, 10 ½ months). If the parent opts out in writing, AzEIP will not notify the PEA. The parent must be informed of AzEIP's intent to disclose PEA Notification information during the IFSP Transition Planning Meeting, which occurs closest to, but not before, the child's second birthday. The parent must object in writing using the Opt-Out section of the IFSP Transition Plan and Timeline Page. PEA notification will occur in the absence of parent objection.

- 13.24 Parent means (1) a biological, adoptive or foster parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State. 20 U.S.C. §1401(23); 34 C.F.R. §300.30 and A.R.S. §15-761(22).
- 13.25 Parental Consent is informed consent provided by a parent as defined in Section 13.24 and as appropriate under law. R-7-401(F).
- 13.26. Potentially eligible child under IDEA, Part B means a child who is eligible for AzEIP and who has an IFSP when the child is two years of age or older.
- 13.27 Public Education Agency (PEA) means a school district, charter school, accommodation school, state supported institution or other political subdivision of the state that is responsible for providing education to children with disabilities.
- 13.28 Transition Planning Data is the data provided to the District of Residence twice a year to assist the PEA with planning capacity and resources for future preschool referrals and will consist of the number of children currently within the AzEIP system that may potentially transition to the district. Transition Planning Data does not include personally identifiable information.
- 13.29 Transition Plan is part of the Individualized Family Service Plan and describes the steps to be taken to support the transition of the toddler to preschool or other appropriate services (e.g. visit programs, talk to other parents, etc.). The transition plan is developed between a child's second and third birthdays. The transition plan may include parent visitation to the potential educational programs available.
- 13.30 Transition Conference is a planning meeting arranged and facilitated by the Service Coordinator in which the PEA will participate. The Transition Conference will occur between the time the child is 2 years, 6 months and 2 years, 9 months, unless all parties agree to convene the meeting when the child is between 2 years, 3 months and 2 years, 6 months. The purpose on the Transition Conference is to ensure the following steps are taken:
- (1) review the potential program options/continuum of services available on the child's third birthday;
  - (2) establish tentative timelines and activities for the child's transition into the PEA, if eligible;
  - (3) establish a plan for parental visitation to the educational programs available (if not already completed);
  - (4) review existing data, including vision and hearing screening information; and
  - (5) plan for the collection of additional information, including evaluation and procedures to assist in determining eligibility for Part B and appropriate IEP services, including ESY.

The Transition Conference may occur, but is not required to, as part of the IFSP Transition Planning Meeting, during which the transition plan is developed.

The Transition Conference Team consists, at a minimum, of the child's parent(s), AzEIP Service Coordinator, a provider from the family's IFSP team, a PEA

representative, and based on the IFSP Transition Plan, representatives of other early childhood program option(s) of interest to the family.

#### 14.0 Oversight Responsibility

14.1 DES/AzEIP oversees the AzEIP Service Providing Agencies and the network of early intervention service providers to ensure adherence to the requirements of Part C of IDEA and AzEIP policies and procedures, including the provisions in this Agreement. This includes, but is not limited to, conducting compliance monitoring regarding transition requirements in IDEA as well as the provisions herein. AzEIP will use the monitoring alert system to notify ADE of noncompliance issues.

14.2 ADE is responsible for oversight of all public education agencies' compliance with Part B of IDEA and the terms of this Agreement as to transition and FAPE. This includes, but is not limited to, conducting compliance monitoring regarding the IDEA and its implementing regulations, to ensure PEA adherence to ADE policies and procedures, as well as the provisions herein. ADE will use the monitoring alert system to notify AzEIP of noncompliance issues.

#### 15.0 Dispute Resolution

15.1 If a parent, PEA, AzEIP Service Coordinator or other interested individual believes that a PEA or an AzEIP Service Providing Agency is not fulfilling its obligations under this Agreement or applicable law concerning transition services for children with disabilities, that individual may take one or both of the following steps:

- (1) Seek technical assistance from AzEIP or ADE by providing a Transition Alert (AzEIP Service Providing Agencies contact DES/AzEIP and PEAs contact ADE with concerns). Technical assistance may be obtained by writing or calling the Technical Contacts identified in Section 19.0 of this Agreement.
- (2) File a Complaint with DES or ADE. DES and ADE have each established complaint and dispute resolution procedures in order to comply with, respectively, Part C and Part B of the IDEA. Information about the available complaint and dispute resolution procedures may be obtained as follows:

Arizona Department of Economic Security  
Arizona Early Intervention Program  
3839 North Third Street, Suite 304  
Phoenix, AZ 85012  
(602) 532-9960  
<http://www.azdes.gov/azeip/safeguard.asp>

Arizona Department of Education  
Exceptional Student Services  
1535 West Jefferson Street BIN 24  
Phoenix, AZ 85007  
(602) 542-4013  
<http://www.azed.gov/ess/dispute/complaints>

- 15.2 If DES or ADE believes that the other party has failed to meet the obligations set forth in this IGA, the aggrieved party shall engage the following process to resolve issues of noncompliance. First, the DES and ADE Technical Contacts identified in Section 19.0 of this IGA shall investigate and attempt to resolve the alleged issue of non-compliance within 90 days of receipt of written notice of the issue. Second, if the matter remains unresolved, it shall be brought to the attention of the DES Director or the DES Director's designee and the ADE Director of Special Education,

as designee for the Superintendent of Public Instruction. The DES and ADE Technical Contacts shall prepare for their respective Directors a written statement including: (a) a description of the issue of alleged noncompliance; (b) efforts to resolve the issue; and (c) recommended strategies for resolving the issue. Third, if the matter is not resolved by the DES Director or the DES Director's designee, and the Superintendent's Designee within 90 days, DES and ADE shall seek the assistance of the Governor's Office in order to resolve the issue.

- 15.3 Disputes between the parties arising under this Agreement that are not resolved according to the processes described in Section 15.1(2) shall be subject to arbitration to the extent required by A.R.S. §12-1518.
- 15.4 ADE will provide to DES a copy of all Letters of Findings for complaint investigations filed under Part B of the IDEA relating to transition services within 30 days of issuance. DES will provide to ADE a copy of all Letters of Findings for complaint investigations filed under Part C of the IDEA relating to transition services within 30 days of issuance.
- 15.5 Training and Technical Assistance: The ADE and DES/AzEIP are jointly responsible for developing training and technical assistance materials on transition from Part C to Part B services to AzEIP Service Coordinators and PEA staff responsible for early intervention transitions and to parents of children with upcoming transitions. ADE and AzEIP will maintain respective documentation related to distribution of materials, and the provision of training and technical assistance.
- 15.6 The ADE and DES strongly encourage PEAs and AzEIP Service Providing Agencies to meet at least annually to develop and review written transition processes that are mutually agreeable and to identify and resolve transition issues in accordance with this Agreement and with A.A.C. R7-2-401(K).
- 16.0 Financial Responsibility
  - 16.1 The agency or entity assigned responsibility for activities herein shall be responsible for paying for or coordinating access to the resources to ensure completion of the activity. This Agreement does not require the transfer of funds between ADE and DES, nor between the PEAs and the AzEIP Service Providing Agencies and the provider network.
  - 16.2 Every obligation of ADE and DES under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated, nor available for continuance of this Agreement, ADE or DES may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to ADE or DES in the event this provision is exercised, however both agencies shall continue to comply with federal and state law.
  - 16.3 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current state fiscal year until funds are made available for performance of this Agreement.
  - 16.4 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any



reason and these goods or services are not funded, the State may take any of the following actions:

- Accept a decrease in prices;
- Cancel the Agreement;
- Cancel the Agreement and solicit the requirements.

- 16.5 Audit. Pursuant to A.R.S. §35.214, at any time during the term of this Agreement and five (5) years thereafter, the DES's, ADE's, any subcontractor's and any PEA's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or Subcontract.
- 17.0 This Agreement shall be construed under the laws of the State of Arizona and all laws governing Intergovernmental Agreements.
- 18.0 Other Provisions.
- 18.1 Modification. This Agreement may only be modified in writing and must be signed by duly authorized individuals on behalf of both parties. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supercede that/those term(s). The parties agree to promptly consider an appropriate amendment to the Agreement to do away with each conflict.
- 18.2 Non-Discrimination. In accordance with ARS § 41-1461 and Executive Order 2009-09, the parties shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The parties shall comply with the Americans with Disabilities Act.
- 18.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the other party receives written notice of the cancellation unless the notice specifies a later time.
- 18.4 Records. To the extent required by A.R.S. §§35-214 and 35-215, both parties shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years after termination of the Agreement. All records shall be subject to inspection and audit by the other party at reasonable times. Upon request, the party shall produce the original of any or all such records.
- 18.5 Confidentiality. Both parties agree to maintain the confidentiality of records relating to children with disabilities in accordance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g *et seq.*, A.R.S. §15-141(A) and other laws, as applicable.

- 18.6 Compliance with Applicable Law. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 18.7 Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 18.8 Insurance Requirements for governmental parties to an IGA: None
- 19.0 All written communications shall be addressed and mailed or personally served upon the parties as follows:
- |   |  |
|---|--|
| To the DES:<br>Arizona Department of Economic Security<br>Arizona Early Intervention Program<br>3839 North Third Street, Suite 304<br>Phoenix, AZ 85012 | To the ADE:<br>Arizona Department of Education<br>Early Childhood Education Section<br>1535 West Jefferson Street, # 15<br>Phoenix, AZ 85007 |
| Technical Contact:<br>DES/AzEIP Executive Director<br>(602) 532-9960  | Technical Contact:<br>619 Coordinator<br>Early Childhood Education<br>(602) 364-1530   |
- 20.0 Right of Offset
- 20.1 The Right of Offset is limited to this Agreement.
- 21.0 Data Sharing Agreement
- 21.1 When determined by the ADES that sharing of confidential data will occur, the parties shall complete the ADES Data Sharing Request Agreement prior to any work commencing or data shared. The Data Sharing Request/Agreement shall be maintained by the ADES Security Administrator in the Division of Technology Services. A separate Data Sharing Request Agreement shall be required between the ADE and each ADES Program sharing confidential data.

## Arizona Early Intervention Program

### Public Education Agency (PEA) Notification/Referral

The Arizona Early Intervention Program (AzEIP) is required to notify your family's district of residence that your child is nearing the age of three and is potentially eligible for preschool special education services (unless you have opted out in writing). The PEA Notification must include your child's name, date of birth, and your name, address, and telephone number. Upon receiving this PEA Notification your district of residence must consider it as an initial referral to determine eligibility for preschool special education services.

**Date of PEA Notification/Referral:** \_\_\_\_\_

Child's Information			
Child's Full Name (Last, First, Middle)	Date of Birth	Date of Referral to AzEIP	
Child's Address	City	State	
Primary Language of Father	Primary Language of Mother	Primary Language of Child	
Parents <sup>1</sup> Names			
Address	City	State	Zip Code
Home Phone Number	Cell Phone Number	Message Number	
District of Residence (based on parent(s)' address)			
Referring AzEIP Service Providing Agency Information			
AzEIP Service Coordinator's Name	AzEIP Service Providing Agency		
Phone Number	Main Office Number (if different)		
Late Referral Information (if applicable)			
<div style="margin-top: 10px;"> <input type="checkbox"/> Family circumstances (ie: family moved, family did not return calls, etc.)                 </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Parent opted out initially and has chosen to transition                 </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Service Coordinator delay                 </div>			

## Arizona Early Intervention Program Transition Planning Form

### Invitation to Participate in a Transition Conference

District of Residence Information and Invitation			
District Name			
Designated District Contact		Phone Number	
Address	City	State	Zip Code
<p>You are invited to a meeting to develop the transition plan for _____ (Child's Name)</p> <p>who is currently enrolled in our agency's AzEIP program. The family's address has been verified and the child resides in the _____ School District. The child's date of birth is _____.</p> <p>The meeting will assist the parents and their team to understand and plan the transition process from early intervention to the appropriate early childhood program(s).</p>			
Meeting Information			
Transition Conference Date		Time	
Location			
Referring AzEIP Service Providing Agency Information			
AzEIP Service Coordinator's Name		AzEIP Service Providing Agency	
Phone Number		Main Office Number (if different)	
Location			
Members on the Transition Planning Team			
Relationship to Child		Name	
Parent(s) <sup>1</sup>			
AzEIP Service Coordinator			
Provider from the Family's IFSP Team			
District Representative			
*Other			
*Other			

\*Based on family interest, the service coordinator may invite representatives of other potential programs the family may be interested in such as Head Start, Child Care, Community Preschool, etc.

<sup>1</sup> Parent means (1) a natural, adoptive or foster parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State.

# Arizona Early Intervention Program Transition Planning Form

## Transition Conference Summary

Child's Information			
Child's Full Name (Last, First, Middle)	Date of Birth	Date of Transition Meeting	
Child's Address	City	State	Zip Code
Primary Language of Father	Primary Language of Mother	Primary Language of Child	
Parents <sup>2</sup> Names			
Address	City	State	Zip Code
District of Residence (based on parent(s)' address)			
Participants in the Transition Meeting			
Relationship to Child	Signature	Phone Number	
Parent(s) <sup>1</sup>			
AzEIP Service Coordinator			
Provider from the Family's IFSP Team			
PEA Representative			
Other			
Summary			
Action Steps	Timeline	Person(s) Responsible	

The parent requests participation of the following individuals at the Preschool Multidisciplinary Evaluation Team (MET)/Eligibility Conference and Individual Education Program (IEP) meeting:

- ☐ AzEIP Service Coordinator and/or
- ☐ Others (provide names and contact information) \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> Parent means (1) a natural, adoptive or foster parent of a child; (2) a guardian; (3) a person acting in the place of a parent (such as a relative or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) a surrogate parent who has been assigned in accordance with relevant law. "Parent" does not include the State.